

RECONCILIATION AND "MID-MARRIAGE" AGREEMENT

RECONCILIATION AGREEMENT

BETWEEN

Patty Plaintiff

- and -

Danny Defendant

Dated:

This agreement is made in the City of East Brunswick, County of Middlesex, State of New Jersey, by and between Danny Defendant (hereinafter referred to as "Husband"), and Patty Plaintiff (hereinafter referred to as "Wife"), both hereinafter collectively referred to as "the parties," in contemplation of their reconciliation.

W I T N E S S E T H:

WHEREAS, the parties hereto are husband and wife having been married on July 1, 2000 in Cape Code, Massachusetts; and

WHEREAS, there are no children born of their marriage; and

WHEREAS, certain unhappy differences having arisen between the parties as a result of which they are now living separate and apart and a suit for absolute divorce is now pending between them; and

WHEREAS, it is the mutual desire and intent of the parties, after careful consideration, to reconcile their differences and reestablish their marriage relationship and amicably adjust, compromise and settle for all time, all property rights and all rights in or against each other's property or estate for testamentary or intestacy disposition, and to settle all disputes existing between them, including, without limitation, all claims for alimony, maintenance, support, counsel fees and expenses; and

WHEREAS, the parties hereby declare that each has had independent legal advice by counsel of his or her own selection and that each has been fully informed and advised by his or her respective counsel as to his or her respective legal rights and obligations, and that each enters into this agreement (hereinafter "the Agreement") freely and voluntarily;

WHEREAS, Husband had, prior to the parties' marriage, acquired substantial assets in his own name and which are still so maintained including the real estate premises located at [address] and in which the parties had resided prior to their separation and in which Husband is still currently residing;

NOW, THEREFORE, in consideration of the premises and of the mutual promises herein contained, each of the parties hereto intending to be legally bound hereby, covenants and agrees as follows:

1. Husband has made a full and complete disclosure of his assets and liabilities and income to Wife and this information is set forth in Exhibit "A," which is attached hereto and made a part hereof as if set forth in full. Exhibit "A" consists of pages, including a true and correct copy of the parties' 2005 Federal Income Tax Return. Husband is generally aware of the assets and liabilities of Wife and hereby voluntarily waives the desire or need to have detailed information disclosed in that regard. Both parties shall sign Exhibit "A" as part of his or her execution of this Agreement.

2. Immediately upon the execution of this Agreement, both parties shall execute such documents as may be required in order to settle, discontinue and end the divorce action now pending between them in the Middlesex County Superior Court, Chancery Division, Family Part, and Wife shall resume her residence and cohabitation with Husband in the premises located at 10 Maple Place, East Brunswick, NJ.

3. Immediately upon the execution of this Agreement, Husband shall execute and deliver to his attorney for recording a deed and such other documents as shall be necessary in order to effectuate a transfer of title to the premises located at 10 Maple Place, East Brunswick, NJ (currently titled in Husband's name alone as a result of ownership prior to the marriage of the parties) to the joint names of Husband and Wife as tenants by the entirety.

(a) In the event of a sale of the aforesaid real estate premises at any time during the lifetime of both parties, the net proceeds thereof shall be divided equally between the parties.

(b) In the event of any separation of the parties subsequent to the execution of this Agreement, for any cause or reason whatsoever, and regardless of who may be at fault, upon the written demand of either party, the real estate premises shall be placed for sale with a reputable broker to be mutually agreed upon within thirty (30) days of said demand and the net proceeds of the sale shall be divided equally between the parties.

4. Husband agrees that for so long as the parties remain

married, he shall maintain Wife as the sole beneficiary of the Prudential life insurance policy which is set forth in Exhibit "A" and he shall pay all premium payments promptly when due and shall keep the policy in an unencumbered condition at all times during the marriage. Wife agrees to accept the proceeds of the policy, free of inheritance and estate taxes, in place and instead of, and in full and final settlement and satisfaction of, any and all rights and claims which she might otherwise have in Husband's estate and property under any statute or statutes now or hereafter in force in this or any other jurisdiction, whether by way of her right of election to take against Husband's will, her share of the estate in intestacy, or otherwise, except as otherwise set forth in this Agreement.

5. Except as provided in this Agreement, now and at all times hereafter, each of the parties hereto shall retain all rights in his or her own property, whether now owned or hereafter acquired, including all appreciation or increase in value thereof, and each shall have the absolute and unrestricted right to dispose of, sell, transfer, assign, finance, refinance, mortgage or remortgage such separate property, free from any claim that might be made by the other by reason of their marital relationship and each party shall keep and retain the sole ownership of all property, real or personal, now owned or hereafter acquired by him or her, and have the exclusive right to dispose of or otherwise deal with such property without interference from the other.

6. Each party hereto accepts the provisions of this Agreement in full settlement and satisfaction of all claims and rights against the other party or against the other party's estate, heirs, executors, administrators, and personal representatives for support, maintenance, or alimony and in full settlement and satisfaction of any and all other claims and rights whatsoever which the party ever had, now has or might hereafter have against the other party by reason of the marriage relationship and each party hereto hereby releases the other party, that party's heirs, executors, administrators and personal representatives of and from all claims, liabilities and expenses whatsoever (including the right to request a division of the property by the courts of this or any jurisdiction as marital property), except with respect to any and all liabilities specially imposed upon or assumed by the parties hereunder.

7. Each party shall, at any time, and from time to time hereafter take any and all steps to execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require or find convenient, expedient, or business-like for the purpose of giving full force and effect to the provisions of this Agreement.

8. If either party shall at anytime hereafter secure a

judgment of divorce against the other, this Agreement shall remain in full force and effect and shall not in any way be affected by such judgment; it being the intention of the parties that this Agreement shall continue in full force and effect whether or not a judgment of divorce is at any time or place obtained by either party.

9. This Agreement constitutes the entire understanding between the parties and there are no terms, covenants, conditions, representations or agreements, oral or written, of any nature whatsoever, other than those herein contained.

10. Nothing contained in this Agreement shall be deemed to constitute a waiver by either party of any gift, transfer, devise or bequest that the other may choose to make to him or her by deed, agreement, will or codicil or of the right of the parties to acquire joint assets hereafter if they so desire; however, the parties acknowledge that no promises of any kind have been made by either of them to the other with respect to any such gift, transfer, devise or bequest.

11. The provisions of this Agreement and its legal effect have been fully explained to the parties. Each party acknowledges that this Agreement is fair and equitable, that it is being entered into voluntarily and that it is not the result of any duress or undue influence, and that the parties were not and are not under the influence of any intoxicants and/or other substances that could or did in fact impair their reasoning capabilities.

12. The parties hereby declare that each has had independent legal advice by counsel of his or her own choosing relative to the negotiation and preparation of this agreement. Husband has been represented by [name and address of attorney]. Wife has been represented by [name and address of attorney]. The parties acknowledge that they have been fully informed of all their legal rights and liabilities relating to this Agreement. The parties acknowledge to each other that they believe the Agreement to be a fair, just and equitable resolution of the outstanding issues between them and they are satisfied with its terms.

13. No modification of this Agreement shall be effective unless embodied in a written instrument executed by the parties with the same formality as this Agreement. No forbearance to enforce any provisions of this Agreement or waiver of any breach hereof shall be deemed a waiver of any such provision or right hereunder or of any subsequent breach or default.

14. This Agreement shall be construed under the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have signed, sealed and acknowledged this Agreement on the day and year first above written.

STATE OF NEW JERSEY)
)
 ss.)
)
 COUNTY OF)

BE IT REMEMBERED that on this _____ th day of _____ 2007, before me, the subscriber, a Notary Public, personally appeared Patty Plaintiff, who, I am satisfied, is the person named in the foregoing Agreement, to whom I first made known the contents thereof, and thereupon he or she acknowledged that he or she signed, sealed, and delivered the same as his or her voluntary act and deed, for the uses and purposes therein expressed.

_____ Date:
PATTY PLAINTIFF

_____ Date:
NOTARY PUBLIC

STATE OF NEW JERSEY)
)
 ss.)
)
 COUNTY OF)

BE IT REMEMBERED that on this _____ th day of _____
2007, before me, the subscriber, a Notary Public, personally
appeared Danny Defendant, who, I am satisfied, is the person
named in the foregoing Agreement, to whom I first made known the
contents thereof, and thereupon he or she acknowledged that he or
she signed, sealed, and delivered the same as his or her
voluntary act and deed, for the uses and purposes therein
expressed.

_____ **Date:**
DANNY DEFENDANT

_____ **Date:**
NOTARY PUBLIC